IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD
(Special Original Jurisdiction)

FRIDAY, THE SECOND DAY OF JULY
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE A.GOPAL REDDY

WRIT PETITION NO : 6820 of 1999

Between:

1. G.Ravi Kumar(Minor), S/o. G.Bhikshapathi,
   Bhanur(V) Patancheru(M), Medak Dist.
   (rep.by thier maternal gurdian G. Bhikshapathi)
2. G.Prasanthkumar (Minor), S/o. G.Bhikshapathi,
   Bhanur(V) Patancheru(M) Madak Dist.
   (rep.by their natural gurdian G. Bhikshapathi)

..... PETITIONERS

AND

1 Bharath Dynamics Ltd., rep. by its Managing Director,
Kanchan Bagh, Hyderabad.
2 Bharath Dynamics Ltd., rep. by its General Manager,
Bhanur(V) Patancheru(M), Medak Dist.
3 D.A.V.Public School, Bharath Dynamics Ltd.,
Bhanur(V) Patancheru(M) Medak dist.
4 Revenue Divisional Officer,
Sangareddy,Patancheru(M) Medak Dist.

(R4 is impleaded as per Court order ddt.26.7.99 in W.P.M.P.No.17654 of 1999.)

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue any writ or order or direction preferably in the nature of writ of Mandamus directing the 1st respondent to give instructions to the 3rd respondent in terms of the memorandum of the understanding entered by the management on 1-1-1991 and not to violate of the Article 41 and 45 of the constitution of India and consequently direct the 1st respondent to give instructions to 3rd respondent in terms of memorandum of understanding on1-1-1997.

Counsel for the Petitioner: M.NARSHIMULU

Counsel for the Respondents 1 to 3: MR.K.SRINIVASAMURTHY

Counsel for Respondent No.4:

The Court made the following O R D E R:

In this writ petition, petitioners seek to enforce the Memorandum of Understanding entered into by the management of Bharath Dynamics Limited with the land displaced persons, whose lands were acquired while establishing Bharath Dynamics Limited.

According to the petitioners their father is also a land displaced person and as per clause 11 of the Memorandum of Understanding, respondents agreed that the children of the land displaced persons will be treated on par with the children of Bharath Dynamics Limited employees regarding payment of school fee with effect from February, 1991 in Bharath Dynamics Limited School. Since both the petitioners were admitted into the third respondent school, which is managed by respondents 1 and 2, they are also entitled to the concession, but the third respondent is not providing any concession in payment of the school fee by the petitioners.

The Deputy General Manager of the respondents Company filed a counter stating that at the

time of acquisition of the land while establishing Bharath Dynamics Limited, a list of 252 persons, whose lands were acquired, was forwarded by the Revenue authorities and that list does not include the name of the petitioners' father, therefore, petitioners cannot claim any benefit provided to the land displaced persons.

Learned counsel for the petitioners tried to impress upon the Court that the notice of the award under Section 12(2) of the Land Acquisition Act, 1894, dated 22-09-1986, issued to five persons, includes the name of Gadda Bikshapathi, who is the father of the petitioners and as per that notice, the said Bikshapathi was awarded an amount of Rs.6,322/- for the land acquired from him. As the same is a disputed question of fact, now this Court cannot make an enquiry into the same. If the petitioners make available the said notice and also any of the award proceedings showing that their father has participated in the award proceedings before the second respondent within a period of four weeks, the second respondent, after due verification, is directed to pass necessary orders providing concession to the petitioners in payment of the school fee on par with the employees of the respondents 1 and 2, within a period of two weeks from the date of receipt of such representation. If petitioners are entitled to concession in fees, necessary instructions should be given to the third respondent to give concession to the petitioners in payment of school fee, in the light of the Memorandum of Understanding.

The writ petition is accordingly disposed of. No order as to costs.

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02-07-2004

vrn

To

1 Bharath Dynamics Ltd., rep. by its Managing Director,
Kanchan Bagh, Hyderabad.

2 Bharath Dynamics Ltd., rep. by its General Manager,
Bhanur(V) Patancheru(M), Medak Dist.

3 D.A.V.Public School, Bharath Dynamics Ltd.,
Bhanur(V) Patancheru(M) Medak dist.

4 Revenue Divisional Officer,
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